



DEPARTMENT OF LAW  
OFFICE OF THE  
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June 10, 1976

The Honorable John Wettaw  
Arizona State Representative  
House Wing, State Capitol  
Phoenix, Arizona 85007

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**ARIZONA ATTORNEY GENERAL**

Dear Representative Wettaw:

This letter is in response to your letter of May 6, 1976 to this office in which you requested our opinion regarding the following questions:

1. May a university pay conference costs and per diem allowances to an employee who is hired on an academic year contract for conferences or seminars attended by the employee during a time in which his employment contract is not in effect?
2. If so, assuming his attendance is of benefit to the university and in furtherance of his university duties, would he be covered by workmen's compensation and liability insurance?

Our research indicates that the state of the law is as follows:

A.R.S. § 15-743, provides that:

The board of regents may expend, as it deems expedient and as is not inconsistent with the provisions of any appropriation, such parts of the income of the university land fund, university timber land fund, university fund and all other funds provided for the university, for the maintenance and development of the university grounds, the erection of suitable buildings, the purchase of apparatus and equipment, the purchase, development and extension of a library, and the support and maintenance of the university.



This statute authorizes the Board of Regents to expend money in any manner which "it deems expedient and [which] is not inconsistent with the provisions of any appropriation . . . for . . . the support and maintenance of the university." A.R.S. § 15-743 (emphasis added); see also, A.R.S. § 15-744.

The expenditure of university funds for the purpose of reimbursing the travel and other costs incurred by university employees who are required to attend seminars and conferences has long been deemed a proper expenditure. Frohmler v. Board of Regents, 64 Ariz. 362, 191 P.2d 356 (1946). Similarly, the 1975 appropriations bill has expressly authorized the use of university money for the purpose of reimbursing the costs incurred in connection with attending conferences insofar as each university has had appropriated to it funds:

[f]or salaries and wages; for operation, including dues, assessments or membership fees in societies . . . ;  
for travel to attend meetings, conferences and for other university purposes. . . . 1975 Laws of Arizona  
ch. 152, subd. 71-73 (emphasis added.)

Thus it appears that the Board of Regents is authorized not only to reimburse expenses incurred by university employees in connection with attending academic conferences, but also the Board is authorized to reimburse expenses of that kind which it deems "expedient". In this regard, we do not find the fact that the contract is an "academic year contract" to be determinative. Use of the phrase "academic year contract", presumably in distinction to the term "calendar year contract", with respect to a type of employment agreement does not necessarily imply that the employment relationship ceases to exist between the parties during the period of time not included within an academic year (e.g., "summer recess"). Moreover, the fact that it is the common practice of the universities to renew such agreements each year strongly indicates otherwise. The term "academic year" is apparently used merely to refer to the period of time during which the employee has an affirmative obligation to render his or her performance. In any case, insofar as attendance at academic conferences by university employees during the academic year usually results in the use by the employees of time which might otherwise have been devoted to day-to-day university business, attendance by these employees during summer recesses could scarcely be argued to be less expedient to the university in comparison to their

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attendance during the academic year--or reimbursement of expenses incurred in connection with attendance during summer recesses any less a proper expenditure.

Consequently, it is the opinion of this office that the Board of Regents may authorize the expenditure of university funds for the purpose of reimbursing the costs incurred by employees attending academic conferences during the summer months, notwithstanding that they may have entered into what is referred to as an academic year contract.

The question whether an employee on an academic year contract who attends a conference during the summer months would be "covered" by the workmen's compensation fund for injuries received in connection with attendance at the conference is a question which, like all workmen's compensation claims, must be decided with reference to each case's individual facts. Royall v. Industrial Commission, 106 Ariz. 346, 476 P.2d 156 (1970). In general, the right to workmen's compensation for injuries incurred extends to injuries received from an "accident arising out of and in the course of [the employee's] employment. . . ." A.R.S. § 23-1021 (emphasis added.) Insofar as your question characterizes attendance at the conference as "of benefit to the university and in furtherance of [the employee's] university duties. . . .", it would appear that injuries incurred during the period of time in which the employee was actually engaged in attending the conference can be said to have occurred "in the course of . . . employment" as that phrase in the statute has been given meaning by the courts. Royall v. Industrial Commission, 106 Ariz. at 350, 476 P.2d at 160; Gardner v. Industrial Commission, 72 Ariz. 274, 233 P.2d 833 (1951). It should be noted, however, that this factual element does not in and of itself satisfy the statutory requirements for compensation and, therefore, the question of whether or not an employee would be "covered" by workmen's compensation for injuries incurred in connection with attendance at an academic conference has no categorical answer.

Sincerely,

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